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**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

In re

CASH CLOUD, INC.,  
dba COIN CLOUD

Debtor.

Case No. BK-23-10423-MKN

Chapter 11

**DECLARATION OF DANIEL AYALA IN  
SUPPORT OF OBJECTION TO CLAIM  
NUMBER 168 FILED BY C&S WHOLESALE  
GROCERS, LLC**

Hearing Date: October 19, 2023

Hearing Time: 10:30 a.m.

I, Daniel Ayala, declare as follows:

1. I am the Independent Director of Cash Cloud, Inc., dba Coin Cloud, the debtor and debtor-in-possession (the “Debtor”).

2. Except as otherwise indicated herein, this Declaration is based upon my personal knowledge. I am over the age of 18 and am mentally competent. If called upon to testify, I would testify competently to the facts set forth in this Declaration.<sup>1</sup> I make this Declaration in support of the objection captioned above (“Objection”).

3. On February 7, 2023 (the “Petition Date”), the Debtor initiated its Chapter 11 Case by filing a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”).

<sup>1</sup> Unless otherwise defined herein, all capitalized terms have the meanings ascribed them in the Objection.

4. The deadline for filing a proof of claim in this case is June 14, 2023. The deadline for filing a proof of claim for a governmental unit is August 7, 2023.

5. On June 14, 2023, the Debtor filed the *Tenth Omnibus Motion for Entry of Order Approving Rejection of Executory Contracts and Unexpired Leases Pursuant to 11 U.S.C. § 365(a)* (the “Tenth Omnibus Motion to Reject”) [ECF 678]. The Tenth Omnibus Motion to Reject listed the agreements between the Debtor and C&S Wholesale Grocers, LLC as agreements to be rejected as of June 14, 2023.

6. On June 14, 2023, the Debtor filed the *Fifteenth Omnibus Motion for Entry of Order Approving Rejection of Executory Contracts and Unexpired Leases Pursuant to 11 U.S.C. § 365(a)* (the “Fifteenth Omnibus Motion to Reject”) [ECF 693]. The Fifteenth Omnibus Motion to Reject listed the agreements between the Debtor and C&S Wholesale Grocers, LLC as agreements to be rejected as of June 14, 2023.

7. On June 29, 2023, Debtor filed an *Emergency Motion For Entry Of An Order Establishing Administrative Claim Bar Date For Filing Proofs Of Administrative Expense Claim And Approving Form, Manner And Sufficiency Of Notice Thereof; Memorandum Of Points And Authorities In Support Thereof* requesting that a deadline of July 20, 2023 be set for the filing of administrative expense claims. [ECF 789].

8. On July 18, 2023, the Bankruptcy Court received C&S Wholesale Grocers, LLC’s (“C&S”) proof of claim in the amount of \$71,610.83 (“POC 168”). See **Exhibit 1** attached hereto. An attachment to POC 168 sets forth the basis of the claim, wherein C&S alleges that it is owed the following amounts pursuant to the Master Services Agreement and the Retailer Agreement: (a) \$26,040.30 for May, 2023; (b) \$26,040.30 for June, 2023; and (c) \$19,530.23 for July, 2023 for a total amount due to C&S of \$71,610.83.

9. C&S did not set a hearing on its request for an administrative claim as required pursuant to 11 U.S.C. § 503(a).

10. On July 11, 2023, an *Order Establishing Administrative Claim Bar Date For Filing Proofs Of Administrative Expense Claim And Approving Form, Manner And Sufficiency Of Notice Thereof* was entered. [ECF 823].

11. On July 26, 2023, an *Order Granting Tenth Omnibus Motion for Entry of Order Approving Rejection of Executory Contracts and Unexpired Leases Pursuant to 11 U.S.C. § 365(a) And Setting Rejection Damages Claim Deadline* was entered (“Order On Tenth Omnibus Motion”) [ECF 943]. The Tenth Omnibus Motion Order provides, in significant part, that the Debtor’s rejection of the Contracts and/or Leases listed therein was effective as of the date of the filing of the motion, or June 14, 2023.

12. On July 26, 2023, an *Order Granting Fifteenth Omnibus Motion for Entry of Order Approving Rejection of Executory Contracts and Unexpired Leases Pursuant to 11 U.S.C. § 365(a) And Setting Rejection Damages Claim Deadline* was entered (“Order On Fifteenth Omnibus Motion”) [ECF 948]. The Fifteenth Omnibus Motion Order provides, in significant part, that the Debtor’s rejection of the Contracts and/or Leases listed therein was effective as of the date of the filing of the motion, or June 14, 2023.

13. C&S claims that the monthly amount owed under the agreement with the Debtor is \$71,610.83. The Debtor agrees that the monthly amount owed to C&S postpetition is \$26,040.30 per month and that C&S was paid through April 2023. However, the agreements with C&S were rejected pursuant to the Order On Tenth Omnibus Motion and the Order On Fifteenth Omnibus Motion, with such rejections being effective as of June 14, 2023. As such, amounts claimed as an administrative expense claim including and after June 14, 2023 must be disallowed. Accordingly, C&S has an administrative expense claim for the period of May 1, 2023 to June 13, 2023 in the amount of \$37,324.43.

14. The Debtor believes that C&S has an administrative expense claim in the amount of \$37,324.43.

I declare, under penalty of perjury of the laws of the United States of America, that the foregoing statements are true and correct to the best of information, knowledge and belief.

Executed this 21st day of September, 2023 in Las Vegas, Nevada.

/s/ Daniel Ayala  
DANIEL AYALA